

Serial No. 09/470,041

In reply to: Final Office Action mailed August 10, 2007

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REMARKS

This is in response to the Office Action mailed on August 10, 2007. Claims 51-80 are pending in the application and are rejected. Claims 51, 61, and 71 are amended. No new matter is added to the application by way of the amendments. After review of the rejections and consideration of the accompanying remarks, for the reasons set forth below Applicant respectfully asserts that the claims are in condition for allowance, and requests favorable action and withdrawal of the rejections.

A. Response to Claim Notes.

By office communication it was requested that citations to the specification and drawings be provided to support the claim language "iterative negotiation." The term "iterative negotiation" was removed from the claims and this is now a moot point. Relating to the step of "facilitating", this phrase was also removed from the claims, and this point is now also moot.

B. Claim Rejections of Claims 51, 61, and 71.

Claims 51-80 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Odom et al., U.S. Patent No. 6,058,379, in view of Purcell, U.S. Patent No. 6,081,789. "To establish prima facie obviousness of a claimed invention, *all* the claim limitations must be taught or suggested by the prior art." MPEP § 2143.03 (citing *In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (CCPA 1974)). After review of the cited art and the independent claims, as amended, Applicant asserts that the claims distinguish over the prior art and are not obvious in light of several claim elements present in the independent claims. These are discussed in turn.

The present invention comprises several elements, including: (1) "checking a credit of the buyer with a third party based on the terms form prior to opening a letter of credit and providing results to the enterprise;" and (2) "providing over the network from the enterprise to at least one of the sellers with terms form and an indication as to available credit of the buyer[.]" (See, e.g., Claim 51.) These elements, considered within the context of the claimed invention, are not taught or suggested by the references and therefore distinguish the invention from the prior art.

The claimed invention identifies a method wherein the credit of the buyer is checked after the enterprise receives a terms form from the buyer. (See, e.g., Claim 51.) The

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terms form is used as the basis for evaluating and opening a letter of credit for use by the buyer. (*Id.*) Once the available credit for the buyer is ascertained and transmitted to the enterprise, the information (the buyer's available credit) is transmitted via the enterprise to *at least on of the sellers* who participate in the framework. (*Id.*) In comparison, and after review of the cited prior art, the cited prior art fails to disclose these elements. *Odom* does not disclose these elements as it does not contemplate obtaining available credit information for a buyer before the buyer participates in a purchasing activity in the disclosed method.

Moreover, *Odom* teaches away from inclusion of such a step. *Odom* describes an invention with the intention of "[providing] such an exchange that operates and clears on a real-time basis." (*Odom* 2:32-33.) Further, it describes a method of conducting auction-type bidding on products or services, initiated by purchasers through their selection of goods or services sold by sellers. (See, e.g., *Odom* at 3:13-46.) In the present invention, while the transaction is proposed by the buyer through submission of a terms form for consideration and obtaining a credit assessment, it is the seller that initiates the transaction after receipt of the buyer's credit information. These extra steps disclosed in the claimed invention adds steps to the transaction and operation of the system, which effectively provides further burden and less efficiency. The opposite is true of *Odom*, as *Odom* discloses a auction-type system that demonstrates further efficiency by having goods or services ready for sale, the lone element for determination is price. *Odom* would not instruct to add these elements because the operation of such elements is contrary to the efficiencies promoted in *Odom*.

In light of these clear differences in disclosure, and that the prior art fails to teach or suggest the distinguishing elements of the claimed invention, Applicant submits that it traverses the rejections and requests favorable action.

C. Claim Rejections of Claims 52-60, 62-70, 72-80.

Claims 52-60, 62-70, and 72-80 depend from claims 51, 61, and 71, respectively, and are rejected pursuant to 35 U.S.C. § 103(a) through combination of *Odom et al.*, U.S. Patent No. 6,058,379, in view of *Purcell*, U.S. Patent No. 6,081,789. As demonstrated above, independent claims 51, 61, and 71 are nonobvious, and "[i]f an independent claim is nonobvious under 35 U.S.C. § 103(a), then any claim depending therefrom is nonobvious." MPEP § 2143.03 (citing *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 494, 496 (CCPA 1970)). Therefore, because claims 52-60, 62-70, and 72-80 depend from claims 51, 61, and 71, and claims 51, 61, and 71 are nonobvious, the dependent claims are also nonobvious. Applicant

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respectfully requests that the rejections be withdrawn, and that a Notice of Allowance be issued.

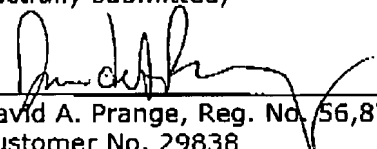
CONCLUSION

Applicant now submits that all pending claims are allowable and respectfully requests that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7263.

If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339701).

Respectfully submitted,

By


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